

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Application of:	Brines et al.	Confirmation No.:	7619
Serial No.:	10/520,140	Art Unit:	1647
International Filing Date:	July 3, 2003	Examiner:	Woodward, Cherie Michelle
For:	TISSUE-PROTECTIVE CYTOKINES FOR THE PROTECTION, RESTORATION AND ENHANCEMENT OF RESPONSIVE CELLS, TISSUES AND ORGANS	Attorney Docket No.:	10165-037-999

**TERMINAL DISCLAIMER**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

The Kenneth S. Warren Institute, Inc. is the assignee of the entire right, title and interest in and to the above-identified subject application (the "'140 application") by virtue of an assignment that was recorded on September 28, 2007 at reel 019919, frame 0773.

**Terminal Disclaimer Over U.S. Patent No. 6,531,121**

The undersigned, on behalf of the Kenneth S. Warren Institute, Inc., hereby disclaims, except as provided below, the terminal part of any patent granted on the '140 application which would extend beyond the expiration date of U.S. Patent No. 6,531,121 (the "'121 patent"), issued March 11, 2003, which is based on U.S. patent application Serial No. 09/753,132, filed December 29, 2000, the entire right, title and interest in which is also assigned to The Kenneth S. Warren Institute, Inc. by virtue of the assignment recorded as of April 16, 2001 at reel 011733 frame 0581. The undersigned hereby agrees that any patent so granted on the '140 application, or any patent so granted on an application based on the '140 application and subject to a reexamination proceeding, shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to the '121 patent.

The undersigned further agrees that this agreement is to run with any patent granted on the '140 application and is to be binding upon the grantee, its successors, and assigns, and that any patent granted on that application or any patent subject to a reexamination proceeding shall be enforceable only for and during such period that said patent is commonly owned with the application or patent which formed the basis for the judicially created double patenting rejection.

The undersigned does not disclaim any terminal part of any patent granted on the '140 application prior to the expiration date of the full statutory term of the '121 patent in the event that the '121 patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a), has all claims canceled by a reexamination certificate, is reissued or is otherwise terminated prior to the expiration of its full statutory term, except for the separation of legal title stated above.

**Terminal Disclaimer Over Allowed Application Serial No. 10/185,841,  
now U.S. Patent No. 7,767,643**

The undersigned, on behalf of the Kenneth S. Warren Institute, Inc., hereby disclaims, except as provided below, the terminal part of any patent granted on the '140 application which would extend beyond the expiration date of U.S. Patent No. 7,767,643 (the "'643 patent"), issued August 3, 2010, which is based on U.S. patent application Serial No. 10/185,841, filed June 26, 2002, the entire right, title and interest in which is also assigned to The Kenneth S. Warren Institute, Inc. by virtue of the assignment recorded as of May 14, 2003 at reel 014067, frame 0516. The undersigned hereby agrees that any patent so granted on the '140 application, or any patent so granted on an application based on the '140 application and subject to a reexamination proceeding, shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to the '643 patent.

The undersigned further agrees that this agreement is to run with any patent granted on the '140 application and is to be binding upon the grantee, its successors, and assigns, and that any patent granted on that application or any patent subject to a reexamination proceeding shall be enforceable only for and during such period that said patent is commonly owned with the application or patent which formed the basis for the judicially created double

patenting rejection.

The undersigned does not disclaim any terminal part of any patent granted on the '140 application prior to the expiration date of the full statutory term of the '643 patent, in the event that the '643 patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a), has all claims canceled by a reexamination certificate, is reissued or is otherwise terminated prior to the expiration of its full statutory term, except for the separation of legal title stated above.

**Terminal Disclaimer Over Pending Application Serial No. 10/188,905**

The undersigned, on behalf of the Kenneth S. Warren Institute, Inc., hereby disclaims, except as provided below, the terminal part of any patent granted on the '140 application which would extend beyond the expiration date any patent based on U.S. patent application Serial No. 10/188,905 (the "'905 application), filed July 3, 2002, the entire right, title and interest in which is also assigned to The Kenneth S. Warren Institute, Inc. by virtue of the assignment recorded as of August 6, 2003 at reel 014362, frame 0014. The undersigned hereby agrees that any patent so granted on the '140 application, or any patent so granted on an application based on the '140 application and subject to a reexamination proceeding, shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to any patent based on the '905 application.

The undersigned further agrees that this agreement is to run with any patent granted on the '140 application and is to be binding upon the grantee, its successors, and assigns, and that any patent granted on that application or any patent subject to a reexamination proceeding shall be enforceable only for and during such period that said patent is commonly owned with the application or patent which formed the basis for the judicially created double patenting rejection.

The undersigned does not disclaim any terminal part of any patent granted on the '140 application prior to the expiration date of the full statutory term of any patent based on the '905 application, in the event that any patent based on the '905 application later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a), has all claims canceled by a reexamination certificate, is reissued or is

otherwise terminated prior to the expiration of its full statutory term, except for the separation of legal title stated above.

**Terminal Disclaimer Over Pending Application Serial No. 11/880,275**

The undersigned, on behalf of the Kenneth S. Warren Institute, Inc., hereby disclaims, except as provided below, the terminal part of any patent granted on the '140 application which would extend beyond the expiration date any patent based on U.S. patent application Serial No. 11/880,275 (the "'275 application"), filed July 19, 2007. The '275 application is a continuation of U.S. patent application Serial No. 09/717,053, filed November 21, 2000 (issued as U.S. Patent No. 7,309,687 on December 18, 2007), which is a divisional of U.S. patent application serial No. 09/547,220 (the "'220 application"), filed April 11, 2000, now abandoned. The entire right, title and interest in the '275 application is also assigned to The Kenneth S. Warren Institute, Inc., by virtue of an assignment for the '220 application, which has been recorded on even date herewith in the file of the '275 application, along with a Certificate of Amendment of The Certificate of Incorporation of The Kenneth S. Warren Laboratories, Inc., to document the name change from The Kenneth S. Warren Laboratories, Inc. to The Kenneth S. Warren Institute, Inc. The undersigned hereby agrees that any patent so granted on the '140 application, or any patent so granted on an application based on the '140 application and subject to a reexamination proceeding, shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to any patent based on the '275 application.

The undersigned further agrees that this agreement is to run with any patent granted on the '140 application and is to be binding upon the grantee, its successors, and assigns, and that any patent granted on that application or any patent subject to a reexamination proceeding shall be enforceable only for and during such period that said patent is commonly owned with the application or patent which formed the basis for the judicially created double patenting rejection.

The undersigned does not disclaim any terminal part of any patent granted on the '140 application prior to the expiration date of the full statutory term of any patent based on the '275 application, in the event that any patent based on the '275 application later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under

37 C.F.R. 1.321(a), has all claims canceled by a reexamination certificate, is reissued or is otherwise terminated prior to the expiration of its full statutory term, except for the separation of legal title stated above.

The undersigned has reviewed the assignments of the applications and patents identified herein and, to the best of the undersigned's knowledge and belief, title is in the assignee seeking to take action in this matter and that the undersigned is empowered to act on behalf of The Kenneth S. Warren Institute, Inc.

The undersigned hereby declares that all statements made herein of the undersigned's own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Signed this 24 day of September, 2010.

By:	<u>/Eileen E. Falvey/</u>
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